

EXHIBIT A

Missouri, and because the parties entered into a contract in the County of St. Louis, State of Missouri.

5. On or about April 25, 2012 Plaintiff Restoration St. Louis, Inc. and Defendant 3rd St. IA LLC entered into a contract whereby Plaintiff agreed to purchase, and Defendant agreed to sell, certain real estate located at 131 West 3rd Street, Davenport, Iowa, 52801 (the "Real Estate Contract"). A true and accurate copy of the Real Estate Contract is attached as Exhibit "A" to Plaintiff's Petition.

6. Pursuant to the terms of the Real Estate Contract and subsequent negotiations of the parties, Plaintiff tendered the sum of \$180,000.00 (the "Escrow Funds") to St. Louis Title, LLC which was received and deposited by St. Louis Title, LLC as escrow agent, to be held in escrow to secure the performance of the parties' various obligations under the Real Estate Contract.

7. A dispute has arisen between Buyer and Seller with respect to the Escrow Funds, and Buyer and Seller have made competing and conflicting claims against St. Louis Title, LLC for return of the Escrow Funds.

8. As a result of these competing and conflicting claims, St. Louis Title, LLC is uncertain as to which party should receive the Escrow Funds, and St. Louis Title, LLC is exposed to multiple and conflicting liability if St. Louis Title, LLC were forced to determine on its own who should receive the Escrow Funds.

9. As a result of the potential for multiple liability, St. Louis Title, LLC desires to tender and is ready, willing and able to tender the Escrow Funds to the Court to deposit into the Court's Registry to disburse in a manner as the Court may determine is proper.

10. Upon depositing the Escrow Funds into the registry of the Court, St. Louis Title, LLC is entitled to its attorneys' fees and an order discharging St. Louis Title, LLC from further liability to any party as a result of this dispute.

WHEREFORE, Defendant St. Louis Title, LLC prays this Honorable Court grant its Petition in Interpleader and enter its order granting relief to St. Louis Title, LLC as follows:

- a) That Defendant St. Louis Title, LLC be granted leave to interplead the Escrow Funds into the Registry of the Court to be disbursed at the Court's discretion as the Court directs; and
- b) That upon presentation of the Escrow Funds to the Court Registry, that Defendant St. Louis Title, LLC be discharged from any further liability to any party as a result of this action; and
- c) That Defendant St. Louis Title, LLC be awarded the cost of this proceeding, including its reasonable attorneys' fees; and
- d) For such other and further relief as this Court deems just and proper under the circumstances.

Respectfully submitted,

JENKINS & KLING, P.C.

By:

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Attorneys for Intervener St. Louis Title, LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing document was served upon Plaintiff by depositing same in the U.S. Mail, postage prepaid, addressed to:

Aaron D. French, Esq.
Jesse B. Rochman, Esq.
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this _____ day of _____, 2013.
